

CITY OF NEW ORLEANS



REQUEST FOR PROPOSALS

FOR

**Municipal Revenue Collection System for Sales Tax
and Related Revenue**

RFP NO. 1699

RELEASE DATE: December 15, 2021

SUBMISSION DEADLINE: January 21, 2021

KEY REMINDERS TO PROSPECTIVE RESPONDENTS

1. **READ THE SOLICITATION IN ITS ENTIRETY.**
2. **CONTACT THE DESIGNATED PURCHASING OFFICIAL ONLY.**
3. **CHECK THE SUPPLIER PORTAL PERIODICALLY.**
4. **TAKE ADVANTAGE OF THE QUESTION AND ANSWER PERIOD.**
5. **PROVIDE COMPLETE ANSWERS AND DESCRIPTIONS.**
6. **REVIEW THE RFP AND YOUR RESPONSE BEFORE SUBMITTING.**
7. **SUBMIT YOUR PROPOSAL ON TIME.**

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SECTION 1 – DEFINITIONS

“*BRASS*” means Budget, Requisition, and Accounting Services System.”

“*City*” means the City of New Orleans.

“*Close Event*” means the date and time at which BRASS prohibits Respondents from submitting a response to the solicitation.

“*DBE*” means Disadvantage Business Enterprise.

“*Event*” means the solicitation (RFQ, RFP, ITB, ITQ) that the Bureau of Purchasing created to release it on the Supplier Portal of BRASS.

“*FEMA*” means the Federal Emergency Management Agency.

“*HUD*” means the U.S. Department of Housing and Urban Development.

“*OSD*” means the City’s Office of Supplier Diversity.

“*Open Event*” means the date and time at which the Event is released to the public in the Supplier Portal of BRASS.

“*Purchasing Conference Room*” means the room adjacent to the Bureau of Purchasing located on the 4th floor of City Hall at 1300 Perdido Street, New Orleans, Louisiana 70112.

“*Respondent*”, “*Respondents*” or “*a respondent*” means a person or entity who responds to the RFP.

“*RFP*” means the present request for proposals.

“*SBE*” means Small Business Enterprise as defined by the U.S. Small Business Administration.

“*SLDBE*” means State and Local Disadvantage Business Enterprise.

SECTION 2 – OVERVIEW

2.1 Introduction

The City of New Orleans Bureau of Revenue is responsible for the administration of **sales tax and fees** such as Occupational Licenses, Alcoholic Beverage Outlet Permits, Mayoralty Permits (street activities or callings), Hotel/Motel Taxes, Parking Taxes and others are administered by the City Department of Finance, Bureau of Revenue.

2.2 Background

The City’s existing collection system for sales tax and other fees, termed the City of New Orleans Revenue Collection System (RCS), was acquired in 2012. Due to limited funding and a significant lack of technical investment over-time, however, this system does not provide adequate management, reporting, or processing necessary for the collection of sales taxes and other fees. Other fees and permits include but not limited to the following:

1. Airport Tax
2. Alcoholic Beverage
3. Auto Rental

4. Beverage Permits
5. Bingo
6. Chain Store
7. Gaming (Slot Revenue, Live Races, Off Track)
8. Hazardous Waste
9. Hotel Motel Sales
10. Hotel Motel Privilege Tax
11. Short Term Rental Tax
12. Manager Permits
13. Mayoralty Permit/Mardi Gras Permit Street Activities
14. Motor Vehicle
15. Occupational License
16. Parade Permit
17. Parking Taxes
18. Police Pension Fund
19. Revenues I.D. Charge
20. Vieux Carre Commission (Historic Permits) Processing
21. Xerox copies
22. Mechanical Devices/Coin Machines
23. Audit Fees
24. Economic Development District Taxes

The City uses three (3) online filing applications, including one Parish E-File application administered by the State, the city's e-Gov/Pay Connexion website and Sales Tax online. Electronic and check data entry payment functions are provided by contract through Chase Pay Connexion and Chase Lockbox. There are approximately 18,000 sales tax accounts and over 30,000 registered businesses. The Bureau of Revenue currently employs approximately 54, including 15 Field Agents, 12 internal auditors, 3 external audit firms to conduct auditing and administrative and customer service support personnel.

Current account receivable systems are listed below:

Record receivables to process warrants	ERP
Revenue system	Revenue Collections System (RCS)
Sales tax collection, business registration, permit processing	RCS
On-line sales tax payment applications	e-Gov/Pay Connexion (Chase), Sales Tax on-line, and Parish E-File
Revenue collection / cashier payments	RCS (interfacing with INOVAH cashiering system)

2.2 **Purpose**

The City of New Orleans desires to obtain Municipal Revenue Collection System for Sales Taxes and Related Revenue. This RFP is requesting qualified firms to put forth

their credentials to recommend courses of action to increase the City's tax revenue collections on an ongoing basis in the following areas but not limited to: Sales/Use Tax, Hotel/Motel Tax, Parking Tax, Occupational License Tax, Alcoholic Beverage Permit Fee, and Alcoholic Beverage Tax.

2.4 Statement of Needs

Refer to Attachment "A".

2.5 Performance Evaluation

The City will memorialize performance evaluation criteria in the executed contract.

SECTION 3 – DBE

3.1. In General

The requirements of the City's DBE Program apply to the RFP.

See section of the RFP on Attachments for more information and the applicable form(s).

3.2. DBE Goal

A DBE contract goal of 35 percent has been established for this RFP.

3.3. DBE Interest

The Bureau of Purchasing and OSD seek to offer the opportunity to DBE and SLDBE, SBEs, and other certified minority, women, disabled veteran owned businesses to submit their interest in participating to the RFP as a prospective subcontractor to a respondent or to jointly propose as a prospective partner with a respondent, or both.

DBE and other certified diversity entities must complete a questionnaire to express their interest. Follow the below link to submit your interest:

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUQlo4WkhHWE5YQ1ICQjZHUUZBOEhMMzg1UC4u>

If a pre-submittal conference is scheduled, OSD will present the results of the questionnaire for the RFP during the conference.

IMPORTANT: Submit your interest on or before the deadline identified under Section 4.1. Otherwise, OSD will not be able to present it during the pre-submittal conference.

The Bureau of Purchasing will post said results via an addendum to the RFP following the said conference or, in the absence of a conference, several days after the deadline identified under Section 4.1.

3.4. DBE Opportunities

The City expects Respondents to ensure that every effort is made to meet DBE utilization goals.

OSD offers the opportunity to Respondents to submit subcontracting opportunities on its DBE Opportunities Page. Said page can be found at:

- [Economic Development - Supplier Diversity - Opportunities - City of New Orleans \(nola.gov\)](http://nola.gov)

3.5. Point of Contact

Respondents shall direct questions related to DBE compliance prior to the Submission Deadline to:

- By email: Supplierdiversity@nola.gov
- By telephone: 504-658-4904
- In writing or in-person: Office of Supplier Diversity
1340 Poydras Street, Suite 1800,
New Orleans, LA 70112

SECTION 4 – ANTICIPATED TIMETABLE

4.1. Dates

Release/Open Event (Cone of Silence Begins)	<i>December 15, 2021</i>
Deadline for DBE Interest	<i>December 23, 2021 by 5:00PM CST</i>
Deadline for Submitting Questions	<i>January 07, 2021 by 5:00 PM CST</i>
Submission Deadline/Close Event	<i>January 21, 2021 by 4:00 PM CST</i>
Evaluation by Selection Committee	<i>On or about February 2, 2021</i>
Notification	<i>Within 1 business day from the date of the evaluation</i>

4.2. City Calendar

The Bureau of Purchasing posts the dates and times of the public meetings connected to the RFP on the calendar of the City.

The Bureau of Purchasing encourages Respondents to subscribe to the calendar.

The City calendar can be found at:

- [Calendar - City of New Orleans \(nola.gov\)](http://nola.gov) .

4.3. Selection Committee Meeting

The Bureau of Purchasing makes every effort to maintain the above date of the selection committee meeting.

However, from time to time, the Bureau of Purchasing may need to reschedule the said meeting for reasons which include, but not limited to, request(s) from committee member(s) to have additional time for review, an unexpected calendar conflict of one or more committee member, an unforeseen emergency, etc.

4.4. Questions

Respondents must submit substantive questions to the Designated Purchasing Official by email deniece.andrews@nola.gov no later than the deadline set forth in Section 4.1.

The Bureau of Purchasing encourages Respondents to use BRASS for the submission of your question(s).

If submitted by email, Respondent must provide at minimum: RFP number, first and last name of requester, name of company, business address and telephone number.

The Designated Purchasing Official will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP.

Respondent's question(s) submitted after the deadline may not be reviewed for inclusion in an addendum to the RFP.

The Designated Purchasing Official will not respond to substantive questions submitted verbally either by telephone or in person or both outside of the scheduled meetings.

4.5. Cone of Silence

From the release of the RFP until the award, there is a prohibition on communication by respondents (or anyone on their behalf) with the City's staff, the Mayor and staff, council members and staff, members of the selection committee members and elected officials.

The Bureau of Purchasing calls this prohibition the "Cone of Silence."

This does not apply to oral communications at pre-submittal conferences, oral presentations before selection committees, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning this RFP.

BREAKING THE CONE OF SILENCE, IF PROVEN, MAY RESULT IN A DISQUALIFICATION OF YOUR RESPONSE.

SECTION 5 – RESPONSIVENESS AND SELECTION COMMITTEE

5.1. Responsiveness

Following the submission deadline, the Designated Purchasing Official will:

- Opens the timely submitted proposals, and then
- Reviews and determines if the respondent completed and submitted the required forms.

Prospective respondents are invited to read Section 8.7 for failure to comply with the deadline or the required documents.

If there are responsive respondents, the Designated Purchasing Official will provide a copy of the proposals to the selection committee.

5.2. Selection Committee – Composition

The Chief Procurement Officer must establish selection committees with relevant subject-matter expertise in reviewing and evaluating responses to the RFP.

As per the applicable executive order, the selection committee will consist of the following individuals:

- The Chief Administrative Officer, or designee,

- The Chief Financial Officer, or designee,
- The manager of the User Entity requesting the service, or designee,
- The employee who will manage and monitor the contract, and
- A professional from within local government who possesses expertise in the relevant field.

5.3. Selection Committee – Grading

The members on the selection committee shall either complete the numerical grading or use the wholly qualitative evaluation criteria.

5.4. Selection Committee – Non-Voting Member

The Selection Committee, through a majority vote, may add one non-voting member to the committee who has expertise in the relevant field.

SECTION 6 – EVALUATION

6.1. In General

The selection committee will evaluate responses based on the technical criteria established under this section.

A respondent may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the selection committee in accordance with the technical criteria.

During the review of any submission at any time (including in the event of a shortlist), the selection committee may:

- Conduct reference checks relevant to the solicitation to verify all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of the submissions,
- Seek clarification of a submission or additional information from any or all respondents and consider same in the evaluation of submissions,
- Waive any requests or requirements if such waiver is in the best interest of the City, and
- Request interviews/presentations with any, some or all respondents to clarify any questions or considerations based on the information included in submission.

6.2. Technical Criteria for the RFP

The Selection Committee will use the following criteria to evaluate the proposals submitted by Respondents:

1. Experience and Competence: **0 – 25 Points**

Specialized experience and technical competence. Performance history, including without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines.

2. Functional Requirement Delivery: **0 – 15 Points**

Basic tax administration requirements such as collections, billing, registration, funding account, tax auditing, online capabilities, etc.

3. Audit Module: 0 – 15 Points

The audit module should have the ability for users to conduct sales tax audits via personal computers, downloading, and uploading data. It should have the ability to track the status and creating reports of audits by stage of the audit process.

4. Discovery/Analytics Tracking Module: 0 – 15 Points

The module should identify businesses for audit discovery of taxpayer who have not filed in accordance with applicable City regulations. The system should improve efficiency in data analytics and tracking of staff productivity and assignments.

5. DBE 0 – 15 Points

POINTS	DESCRIPTION	POINT AWARD	AWARDING GUIDELINES
3pts may be awarded	DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.	3pts	<ul style="list-style-type: none"> Meets or exceeds the stated contract DBE goal or demonstrates why and how the respondent can only achieve a lower DBE goal
		2pts	<ul style="list-style-type: none"> States they will meet a lower contract goal without demonstrating why or how
		1pts	<ul style="list-style-type: none"> No commitment - 0%, but demonstrates why & how DBE participation is not achievable
		0pts	<ul style="list-style-type: none"> No commitment -0% without explanation
6pts may be awarded	Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.	+2pts	<ul style="list-style-type: none"> Prime has identified scopes of work to be performed by DBE firm(s) to be used that represent a Commercially Useful Function
		+1pts	<ul style="list-style-type: none"> Prime has clearly identified DBE firm(s) and their scopes of work
		+2pts	<ul style="list-style-type: none"> The DBE has contributed directly to the Proposal (Resumes, Experience Portfolio, etc.)
		+1pts	<ul style="list-style-type: none"> Prime has identified ways to support the DBE (e.g.: Mentor-protégé relationship, bonding, early payments, etc.)
6pts is default award; points may be deducted	Past Performance Issues: Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.	Up to 6 points may be deducted	<p>Points shall be deducted for the following reasons:</p> <ul style="list-style-type: none"> Prime has a history of not meeting their committed DBE goal Prime has history of switching DBEs or reduces work committed to DBEs

- Prime is inconsistent with reporting requirements of the DBE policy
- Prime does not cooperate with OSD on-site monitoring
- Prime has history of not paying their DBE subs in a timely manner
- Prime has a history of insufficient GFEs

6.3. Price Proposal

The selection committee will then evaluate and rank responsive proposals on price.

A respondent may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its price proposal, as judged by the selection committee in accordance with:

Price Proposal	0 – 15 Points
-----------------------	----------------------

- Cost

SECTION 7 – NOTIFICATION AND CONTRACT

7.1. Notification

Once the selection committee recommends a proposal, the Bureau of Purchasing notifies the selected firm by an intent to award letter. The unsuccessful firm(s) will be notified as well.

The Designated Purchasing Official will also award the event in BRASS which only represents an administrative function.

The intent to award letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

IMPORTANT: The intent to award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

7.2. Composite Scoring Sheet

In addition to the notification, the Designated Purchasing Official will:

- Print and display a hard copy of the composite scoring sheet outside of the Bureau of Purchasing at City Hall, and
- Post an electronic copy of the sheet on the website of the Bureau of Purchasing under “RFP/RFQ Composite Scoring Sheets.”

The Bureau of Purchasing keeps a sheet available for public view for 30 days from the date of the selection committee meeting.

After 30 days, any interested party must submit a request for public records to the City’s Attorney Office to obtain a copy of the tabulation.

Submit your request at <https://www.nola.gov/city-attorney/public-records-requests/> .

7.3. Negotiation and Execution of Contract

After the issuance of the intent to award letter, the City may negotiate the final contract with the selected respondent.

Irrespective of the occurrence of contractual negotiations or not, the selected respondent must provide the representative of the department responsible for administering the future contract with required documentation (examples: tax clearance form, proof of signing authority, proof of good standing with the State of Louisiana, etc.).

The City Attorney's Office is responsible for presenting the successful respondent with a proposed written contract to execute.

Once executed by the City, the department responsible for the administration of the contract can authorize the beginning of the services.

The City will publish a copy of the fully executed contract on the City's Supplier Portal.

7.4. Contract Administration

The executed contract with the selected firm identifies the department responsible for administering it.

Said department will be notably responsible for monitoring the performance of the contractor.

7.5. Contract Amendment and/or Time Extension

7.5.1. DBE Compliance

Prior to amending and/or extending the contract for time with the contracted firm, said firm must be compliant with its committed DBE plan.

Failure to comply can constitute cause for termination of the contract.

7.5.2. Performance Evaluation

Prior to amending and/or extending the contract for time with the contracted firm, said firm must perform in accordance with the scope of work set forth in the contract.

Failure to comply can constitute cause for termination of the contract.

SECTION 8 – SUBMISSION

8.1. In General

Respondents must submit in PDF format 2 separate documents:

- Technical Proposal
 - Entitle the PDF as follows: “[*name of respondent*] - RFP [*insert number of present RFP*] – Technical Proposal”, and
- Price Proposal
 - Entitle the PDF as follows: “[*name respondent*] – RFP [*insert number of present RFP*] – Price Proposal”.

See Section 8.3 for their respective contents.

Respondents can submit their submissions via:

- Email to the Designated Purchasing Official, or by
- Responding to the event in BRASS.

The Bureau of Purchasing encourages Respondents to use BRASS for the submission of your response.

NOTE: If Respondent encounters a problem to submit a response by email or in BRASS, Respondent must notify the Designated Purchasing Official immediately and coordinate with said official for an alternative method of submission (in person or by courier).

Respondent must obtain written approval from the said official prior to submitting the response via an alternative method.

The City will not accept qualifications submitted by fax.

8.2. Designated Purchasing Official

Respondents must direct response, correspondence, and other communications regarding the RFP to the following Designated Purchasing Official:

- Title (Mr., Mrs., Ms.), First and Last Name: Deniece Andrews
- Email address: deniece.andrews@nola.gov
- Office Telephone Number: (504) 658-1550
- For in-person or mailing: Attn: Deniece Andrews
City of New Orleans
Bureau of Purchasing
1300 Perdido Street, Suite 4W07,
New Orleans, Louisiana 70112.

8.3. Contents

The City requires that the submission be organized in the manner specified below to achieve a uniform review process and obtain the maximum degree of comparability.

A. Proposal Submission. Said submission shall contain the following:

- Cover Sheet
 - Show the RFP number and subject, the name of your firm, address, email address, telephone number(s), name of contact person and date.
- Table of Contents
 - Include a clear identification of the material by tab and by page number.
- Tabs
 - Tab 1 - Consultant's Profile and Submittal Letter
 - Submittal Letter signed by and authorized agent of the respondent.
 - A proposal statement setting forth in detail how the proposal meets the proposal requirements and evaluation factors.
 - Organizational structure and locations of business with ownership interests.

- Tab 2 – Experience and Qualifications
 - Specialize experience and technical competence. Performance history, including without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines.
- Tab 3 – Functional Requirement Delivery
 - Basic tax administration requirements such as collections, billing, registration, funding account, tax auditing, online capabilities, etc.
- Tab 4 – Audit Module
 - The audit module should have the ability for users to conduct sales tax audits via personal computers, downloading, and uploading data. It should have the ability to track the status and creating reports of audits by stage of the audit process.
- Tab 5 – Discovery/Analytics/Tracking Module
 - The module should identify businesses for audit discovery of taxpayer who have not filed in accordance with applicable City regulations. The system should improve efficiency in data analytics and tracking of staff productivity and assignments.
- Tab 6 – DBE
 - DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.
 - Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.
 - Past Performance Issues: Includes firm’s past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.
- Tab 7 - Key Personnel
 - Include a listing of key staff including resumes for each describing experience, training, and education in the required services.
 - Identify staff experience working with governmental entities and list those projects.
- Tab 6 - References
 - Provide references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and dollar amount and term

of the contract. (Provide letters of reference from previous clients, if available)

- Tab 8 - Insurance
 - Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.
- Tab 9 – Financial Statements
 - Provide an audited, financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant (“CPA”) and signed and certified as accurate by the Prospective Consultant.
- Tab 10 - Addenda
 - Include a statement on company letterhead that the respondent reviewed the addenda (include number and date of the addendum) issued by the City for this RFP.
- Tab 11 - Exceptions
 - Include any/all exceptions taken to the content of solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by City for appropriateness and is only valid if accepted in writing by City.
- Tab 12 - Litigation
 - Provide all judgments entered into against the Prospective Consultant by any Federal, State, or Local Courts within the past 10 years; any criminal conviction ever issued against the respondent or its owners or principals, and all civil, criminal, and administrative proceedings pending against the Prospective Consultant at this time.
- Tab 13 - Forms
 - See Section 11.2 for the list of required forms.

B. Price Proposal. Said submission shall contain the following:

- See Section 11.1: Attachment “A” Pricing/Cost

8.4. Receipt

THE DESIGNATED PURCHASING OFFICIAL MUST RECEIVE YOUR RESPONSE BEFORE THE DEADLINE INDICATED UNDER SECTION 4.1.

The City will NOT accept submissions delivered after the deadline.

8.5. Time Stamp in BRASS or Email

If Respondent intends to submit the response in BRASS, the time stamp of receipt is generated by BRASS.

Note that BRASS prohibits any submission on and after the date and time the RFP closes.

If Respondent intends to submit the response by email to the Designated Purchasing Official, the date and time of the email received by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time of the email sent by Respondent does NOT constitute a proof of receipt.

IMPORTANT:

- The Bureau of Purchasing encourages Respondents to submit a response at least 3 hours before the deadline set forth in the RFP.
- The Bureau of Purchasing encourages Respondents to confirm with the Designated Purchasing Official that the response was received timely. If there is a high volume of submissions, the confirmation may take 1 or 2 business days.

8.6. Alternative Method of Submission

An alternative method of submission can be by courier service or in person.

If the Designated Purchasing Official approves an alternative method of submission, Respondent remains responsible for ensuring that the proposal is delivered prior to the submission deadline with a proof of delivery.

The City will not credit delivery claims without a written proof of delivery.

Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

8.7. Failing to Comply

The Designated Purchasing Official will notify Respondent in writing that the proposal is non-responsive if:

- Respondent failed to submit it timely, or
- Respondent failed to complete and submit a form or document provided and required by the City.

The Designated Purchasing Official will not distribute a non-responsive proposal to the selection committee.

Respondent will have 2 business days from the date of notification by the Designated Purchasing Official to appeal the decision of non-responsiveness.

Non-responsive respondent must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

8.8. Disclaimer

Respondents are hereby advised that due to the nature of the internet, the City cannot guarantee that access to BRASS will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us.

The City is not responsible for any delays caused by the internet or any other means of submission chosen by Respondent or both.

SECTION 9 – GENERAL INFORMATION

9.1. Legal Authority

City Charter Section 6-308(5)(b) and Executive Order LC 20-01 authorize the City to issue a request for proposals to interested and qualified firms.

9.2. Ownership

All qualification submissions and/or documentation submitted therewith are city property for all purposes.

Respondents will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

The City will not credit any blanket exemption claims lacking specific justification.

The City does not guarantee the confidentiality of submissions.

9.3. Effect

The RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever.

The City is not responsible for submissions and/or presentation costs.

The City may cancel or modify this solicitation at any time at will, with or without notice.

Anything to the contrary notwithstanding, the contract executed by the City and a qualified firm, if any, is the exclusive statement of rights and obligations extending from the RFQ and the request for proposal connected with the contract.

9.4. Addendum

The Designated Purchasing Official posts addendum on the supplier portal of BRASS under the RFP. A copy of the addendum is saved in the “Attachment” tab of the event for the RFP.

Respondents shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addendums issued.

Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

9.5. Agree to Contract Terms and Conditions

By responding to this RFP, Respondent agrees to the City’s required Contract Terms and Conditions set forth in this solicitation and therefore waives any future right to contest the required provisions.

9.6. Protest

The City’s protest policy applies to this solicitation.

The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/> .

9.7. Debriefing

Respondent who was not qualified can request a post-award debriefing.

The debriefing shall not include point-by-point comparisons of the debriefed respondent's submission with the awarded or selected respondent(s).

The unsuccessful respondent must submit a request in writing to the Designated Purchasing Official within 15 calendar days from the date of the notification issued by the Bureau of Purchasing.

The Bureau of Purchasing will ensure that the debriefing is conducted within a reasonable time.

9.8. Code of Ethics

The City adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, *et seq.*

By submitting a qualification submission, prospective respondents warrant that there are no "conflict of interest" related to this solicitation that would violate applicable Louisiana Law.

Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

9.9. BRASS

The City launched BRASS in July 2019. BRASS replaces the legacy databases and is used by all City departments.

BRASS enables suppliers to register and to maintain information about their organization for the purpose of doing business with the City and receive notifications of business opportunities.

Registration is free.

The City invites prospective suppliers to learn more at <https://nola.gov/purchasing/brass/>

9.10. Direct Deposit Electronic Payment Program

The City will require that the successful firm enrolls in its direct deposit electronic payment program.

Instead of receiving paper checks, payments will be made electronically via Automated Clearing House ("ACH") and deposited directly into an account designated by the qualified respondent at its financial institution.

Enrolling in direct deposit payments supports the City's ongoing efforts to become a more efficient and effective government, deliver enhanced services and timely payments, and provide for a sustainable environment.

ACH payment will apply to the invoice that you submit through the City's Supplier Portal **AFTER** the Bureaus of Purchasing AND Treasury have completed the ACH activation. The activation process may take 4 to 10 calendar days.

9.11. Waiver of Administrative Informalities

The City shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any submission.

9.12. Errors and Omissions in Submission

The City reserves the right to seek clarification of any submission for the purpose of identifying and eliminating minor irregularities or informalities.

9.13. Familiarity with Laws

Respondents shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinance will be deemed to be included in the contract, the same as though herein written in full.

9.14. Sample Agreement

The City supplies a sample professional services agreement under Section 11.

The qualified respondent(s) shall be expected to execute a contract that is substantially the same as the sample agreement.

Respondent shall not submit its own standard contract terms and conditions as a response to this RFQ.

SECTION 10 – STATEMENT OF NO RESPONSE

If you elected not to respond to the RFQ, the Bureau of Purchasing is interested in learning the reason(s) for non-response.

Your response to the below questionnaire will help the City understanding potential challenges and/or barriers with the RFQ.

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUMjZBN05YS1U0UVY4N0tXOFdEMEVHQTFXNi4u>

SECTION 11 – ATTACHMENTS

11.1. Document to Review

- Attachment A – Statement of Needs

11.2. Required to Submit with Proposal In Response to RFP

- Attachment B – DBE Compliance Form(s)
- Attachment C – Affidavit of Conflict of Interest Disclosure

11.3. Contract Terms and Conditions and Insurance

- Attachment D - Insurance Requirements
- Attachment E – City Contract Terms and Conditions

11.4. Required to Submit PRIOR to execution of contract

- Attachment F – Tax Clearance Authorization
- Attachment G – Identification of Subcontractors
- Attachment H - Affidavit of Compliance with Hiring Requirement

11.5. Sample Agreement

- Attachment I – Sample Professional Services Agreement

[ATTACHMENTS A THRU I ON FOLLOWING PAGES]

SECTION 11.1.

**THE FOLLOWING DOCUMENT IS FOR REVIEW
ONLY**

ATTACHMENT NO. A CITY OF NEW ORLEANS STATEMENT OF NEEDS

Budget

It is anticipated that the City will have approximately \$4,500,000 in 2021 and 2022 for a phased implementation by module of the proposed system. The City prefers a full-service vendor that can provide this broad range of services to satisfy requirements and will consider all proposals. Prices should be proposed by module (e.g. tax collection, delinquencies, and audit).

The City will evaluate hosted and non-hosted solutions. Vendors must submit proposals on (a) the sales tax, permit and related revenue collection system; (b) audit and discovery module (Attachment "H"). In each module, include a lump-sum cost associated with the products, including all software, hosting, implementation, on-site labor, and maintenance expenses.

Project Drivers

The City of New Orleans has identified three (3) project drivers in support of the installation of a new revenue collection system. These project drivers are presented below:

- **Performance Improvements**

The processes that were meant to be supported by legacy systems are now outdated and require extensive manual intervention by Information Technology and Innovation (ITI) and the Bureau of Revenue staff and consultants. The City anticipates that a new Revenue System will allow direct access to data, the ability to enter transactions with appropriate user access authority, and automated workflows.

- **Improved Efficiencies**

The current process to administer taxes, conduct billings, receive irregular payments, and provide regular data analytics, targeted audits and field visits, lacking GIS capabilities, is labor intensive and takes significant time to complete. The City hopes to realize more efficiencies, cost savings, and revenue increase by automating this process. The City's intention is to move to electronic and paperless processes as much as possible.

- **Coordination with the City's Additional Financial Systems**

Revenue collection is a highly specialized area of municipal finance, any solution selected is expected to integrate effectively with the current citywide ERP/financial systems, Infor A/R, Paya eCommerce, iNOVAH cashier system, Chase Lockbox and

LAMA land management system. Additionally, import files from various payment sources.

There are many areas that currently require added focus to assist the Department of Finance in identifying opportunities to improve the City's tax collection efforts. This RFP is requesting qualified firms to put forth their credentials to recommend courses of action to increase the City tax revenue collections on an ongoing basis in the following areas but not limited to: **Sales/Use Tax, Hotel/Motel Tax, Parking Tax, Occupational License Tax and Alcoholic Beverage Tax**. We request qualification proposals from experienced firms to provide the needed services:

- The Vendor must have insight into practices and processes implemented throughout multiple state and local revenue agencies as well as new and emerging processes and practices that would benefit the City of New Orleans today and in the future.
- The Vendor shall provide a solution for Hosted and Non-hosted production and development environments.
- Implementation of a completely integrated sales tax application within the past 5 years.
- The COTS product must provide configurable features, business rules management, case management, workflows, interfaces, role-based security, and reporting.
- Provide migration of legacy system data to the new system, including updating known bad addresses during the ETL process.
- The system shall provide the ability to create a tax bill and allow the user to adjust and/or customize the format of the bill automatically or manually
- The system shall provide the ability to automate tax clearance review based on business rules and notify taxpayer of clearance granted or denied (print clearance) or send automatically via email or text notification.
- The system shall provide the ability to interface internal and external agency systems to compare and upon approval update taxpayer Data.
- The system must be able to interface with an INFOR ERP and INOVAH cashiering system.
- The system shall provide the ability for public access to select non-confidential registration data from an internet site for public viewing.
- The system shall provide the ability for taxpayers to conduct self-serve account information review, automated registration, payments etc. via the internet.
- The system shall provide the ability to validate taxpayer account numbers, status and filing frequency.
- The system shall have the ability to track field productivity in real-time with GIS capabilities.
- The system must be able to integrate and use the New Orleans' Master Address Database for addressing purposes. Taxpayers and staff should only be able to enter addresses from this approved list for Orleans Parish-based addresses.

- The ability to directly query the system database (or a replicated reporting database) via Microsoft SQL Server Management Studio, and/or, if cloud-based, provide fully documented APIs into the system to access the entirety of the data.
- The Vendor must have completed an implementation in the last five (7) years, that is currently operational, with the following core tax processing functions:
 - Auditing Program
 - Billing Management
 - An ESRI-compatible Geographic Information system (GIS).
 - The ability to create reports using spatial queries using custom or provided geographical boundaries..
 - Ability to accept mobile payments processing with mobile hotspots. Also, the ability to process offline and sync in real-time
 - Taxpayer Registration and Self-Service Portal
 - Web payments Management
 - Revenue Sales Tax Collection and Accounting Management
 - Code Enforcement Module
 - Legal Management
 - Standard, Custom, and Self Service Adhoc Reports
 - Document and Content Repository and Management
 - Scanning Capability
 - Ability to archive legacy data but still have access to it
 - Payment Processing
 - Refunds, and partial payments – Ability to produce refunds and accept partial payments
 - Distribution / Disbursement Management
 - Payment Allocation Management
 - Mobile payment processing
 - Correspondence Management
 - Data Analytics
 - Security and Fraud Management
 - Tracking Field Staff productivity and assignment dashboards
- The Vendor must provide Tax Revenue Discovery Module / Services
 - a. Identify unregistered or non-compliant businesses that can generate additional unbudgeted revenue for the City.
 - b. Make a determination of the amount of such taxes, fees, or licenses due from individuals or firms that have failed to file and pay in accordance with the Code of the City of New Orleans, the Uniform Local Sales Tax Code and regulations.

- c. Identify businesses for audit discovered to have not filed in accordance with applicable City regulations.
- d. Provide an analysis of the City's database comparing it to outside data resources to determine exceptions and those businesses operating outside of legal requirements.

Technical Environment:

Current Systems

The system must be compatible with The City of New Orleans minimum standard environment specifications:

City's standard environment:

Windows Server 2019 Enterprise
VMware
MS IIS 11 Web Services
MS SQL 2016
SQL reporting services/PowerBI
Microsoft IIS 11 Web services
ESRI GIS Server 10.8 and later, ArcGIS Online, ArcGIS Portal

The new application will replace the system below:

City of New Orleans Revenue System (RCS):

Windows Server 2016
MS SQL 2016
VMware
Mixed SQL reporting services and Crystal reports
Web services
Custom in house written in MS .NET

Vendor should provide product support level options up to: 24x7x365.

In addition to identified scope needed the CNO is seeking a vendor who can review current processes and make recommendations based on best practices to improve several key areas:

1. Business Licenses and Business License Renewal;
2. Workflow and business rules for CNO's rules-driven work streams such as Audit, Fraud, Collections, and Bankruptcy;
3. Self-service portal and user interfaces for internal CNO staff;
4. Portfolio and ad hoc reporting;
5. Key Performance Indicators (KPIs);
6. Failover, Disaster Recovery, and Continuity of Operations (COOP);
7. Knowledge transfer and independent support;
8. Configuration changes;
9. Organizational Change Management;

10. Role-based security; and
11. Historical data conversion and post-conversion current legacy system synchronization.

CNO is aware that current processes, organizations, and procedures are based on internal experience and may not follow best practices. We are seeking a partner who can streamline and add value throughout the organization with shared guiding principles such as integrity, accountability, flexibility/adaptability, transparency and security.

A1.5 Functional Requirements

Below are some desired functional requirements. Requirements needed are not limited to this list and will be uncovered during the requirements phase of the project.

- I. GENERAL TAX ADMINISTRATION REQUIREMENTS
- II. GENERAL REQUIREMENTS (Delinquencies, non-filers, judgments, bankruptcy, collections)
- III. TAXPAYER SERVICES (Billing, payments, refunds, penalty/interest, point-of-sale)
- IV. CUSTOMER INDIVIDUAL FILE
- V. CUSTOMER SELF SERVICE
- VI. LICENSING - GENERAL REQUIREMENTS
- VII. RETURN PROCESSING
- VIII. BILLING
- IX. PAYMENT PLAN REQUIREMENTS
- X. RECEIPTS
- XI. FUND ACCOUNTING AND DISTRIBUTION
- XII. DATA/REPORTING ANALYSIS (NOTICE CREATION)
- XIII. QUERIES AND REPORTS
- XIV. TAX AUDITING
- XV. INTEGRATION AND ARCHITECTURE
- XVI. SECURITY CAPABILITIES
- XVII. DATAENTRY
- XVIII. WORKFLOW
- XIX. ATTACHMENT OF DOCUMENTS AND NOTES

I. GENERAL TAX ADMINISTRATION REQUIREMENTS

The system shall be a web-based application

The system shall provide the ability to consolidate, add and eliminate City tax data and information in a single integrated Taxation Management System for multiple taxes and fees

The system shall provide the ability to cross reference all sub-Taxpayer Numbers through the Taxpayer Account

Numbers, social security numbers, or driver's license numbers or various criteria.

The system shall provide the ability to search, maintain, and access consolidated Taxpayer Information by business name, address, or Owner's name

The system shall provide the ability to allow the user to locate a business or businesses by searching on various criteria

The system shall provide the ability to record historical records on other items of information in the business file (e.g., changes in ownership). List any fields where this feature is offered

The system shall provide the ability to automate tax clearance review based on business rules and notify taxpayer of clearance granted or denied (print clearance), or send automatically via web-based notification

The system shall provide the ability to interface external agency systems to compare and upon approval update Taxpayer Data, i.e., State ATC, State Health Dept., Safety & Permits, VCC

Provide skip tracing services to locate, contact and collect from taxpayers who are not registered or in compliance with City regulations.

The system shall provide the ability to access selected non-confidential registration data from an internet site for public viewing

The system shall provide the ability to conduct self-serve/automated registration and payment via the internet for selected types of Taxpayers (confidential)

The system shall provide the ability to copy from an existing tax district/tax area code to create a new tax district/tax area code

The system shall provide ability to split a tax district/tax area code into one or more tax district/tax area codes

System allows billings to be categorized by type (example: sales tax, hotel/motel, parking, ABO, etc.)

System automatically applies penalties based upon user-defined rules or criteria

The system shall have the ability to accept or import amended sales tax returns or forms from all sources

Ability to create, track, validate and issue credit memos

Ability to process and track single or multiple payments for single or multiple accounts and return types

The system shall provide the ability to consolidate, add and eliminate City tax data and information in a single integrated Taxation Management System for multiple taxes and fees

The system shall provide the ability to automatically assign a unique 9-digit Taxpayer Account number other than the Taxpayer's SSN or FEIN or driver's license number

The system shall provide the ability to automatically assign multiple sub-Taxpayer Identification Numbers to an Individual or Business Taxpayer related to specific tax types, occupational license, NAICS and commodity codes, State ATC business descriptions

The system shall provide the ability to cross reference all sub-Taxpayer Numbers through the Taxpayer Account Numbers, social security numbers or driver's license numbers.

The system shall provide the ability to search, maintain, and access consolidated Taxpayer Information by business name, address, or Owner's name

The system shall provide the ability to allow the user to locate a business or businesses by searching on various criteria

The system shall track the following items for table validation purposes: OCC Codes/Commodity Codes/NAICS, Business type

The system shall provide the ability to record a series of business names for a particular business and allows users to retrieve information based on past as well as current business names or owner/operators

The system shall provide the ability to record a series of addresses where a particular business has relocated over a period of time.

The system shall provide an audit trail of all changes, effective dates, and change dates made to Taxpayer and system data

The system shall process transactions related to historical transactions even if a tax account is classified as inactive

The system shall maintain, and track Taxpayer Exemption data related to each tax type

The system shall have the ability to record and track correspondence sent to

Taxpayers, track the frequency of returned mail, and the taxpayer shall have access to view the notifications via a safe web portal.

The system shall have the ability to upload Taxpayer data from other sources (e.g., Lockbox, Parish E-File, Pay Connexion, Sales Tax Online etc.) through a batch process, electronic data transfer etc.

The system shall have the ability to automatically search or conduct online searches to identify duplicate transactions or matching Taxpayer data

The system shall provide the ability to upload and/or compare Taxpayer data year to year

The system shall provide the ability to display all taxpayer information on one screen

The system shall provide the ability to allow users to add a new liability to customer account

The system shall provide the ability to allow taxpayers to review, retrieve and print his/her account information via the web

The system shall provide System dashboards for specific assignments, i.e., delinquent collections, audit status, installment payments

The system shall provide the ability to purge accounts according to a user defined aging schedule

The system shall provide the ability to retain history on all purged accounts

The system shall provide the ability to retrieve a purged account information for public records requests

The system shall provide the ability to be compatible with data warehousing

The system shall provide the ability to comply with all current government standards and web-based transaction encryption standards

The system shall provide the ability to automatically integrate user-defined fields into software upgrades

The system shall provide the ability to have best practice workflow templates

The system shall provide the ability to allow customizable on-line help screens

The system shall have the ability to provide utilities and tools to monitor resource utilization

The system shall provide the ability to interface to other city department computer systems (Safety and Permits, City Planning, Law)

System masks sensitive customer information (example: Social Security Number)

The system shall provide the ability to record reason for return adjustments and provide an audit trail

The system shall provide the ability to create dashboard, reports, graphs, etc.

The system shall provide the ability to develop or change letters, notices, templates, or tax forms

Ability to track employees assigned to field collections to determine and monitor productivity

II. **GENERAL REQUIREMENTS** (Delinquencies, non-filers, judgments, bankruptcy, collections)

The system shall provide the ability to generate letter ID numbers

Ability to record customer contact activities including adding notes and attachments

The system shall send a single delinquent assessment letter or multiple delinquent periods on a single letter

The system shall provide the ability to show correspondence sent and received including faxes, letters, and scanned documentation

The system shall automatically assign cases to delinquent agents' base on specific criteria

The system shall flag accounts when specified actions have not occurred (e.g., installment payment, schedule not met)

The system shall flag accounts when case actions meet a specified amount (zero return filing)

The system shall generate billing notices and progression of assessment process

The system shall provide the ability to do automatic case prefix (date, account type, case type)

The system shall provide the ability to move cases to collection status based on user defined criteria

The system shall provide a feature to identify all tax bills associated with the name and address when a bankruptcy notice is received from the court

The system shall provide the ability to print demand payment notices, liens, levy documents, etc.

The system shall provide the ability to track and send notices on enforcement actions if scheduled payments are missed

The system shall provide the ability to track collection case actions (e.g. initiation of payment plan-installment agreements, payment under protest and lawsuits)

The system shall provide the ability to allow text descriptions and comments related to collection cases and actions

The system shall have the ability to allow a special notice to appear on the screen whenever any item is within 120, 90, 60, 30 days of Statute of Limitations-flag accounts that are due to prescribe

The system shall provide the ability to track all actions (legal)

The system shall provide the ability to combine cases when two cases share the same taxpayer are identified by the system

The system shall provide the ability to create, track, assign, refund activities

The system shall provide the ability to automatically assign delinquent/No-filers/Collection cases to employees in predefined method

III. **TAXPAYER SERVICES** (Billing, payments, refunds, penalty/interest, point-of-sale)

The system shall provide the ability to correct all penalties and fees for the tax bill in the event of a correction based on correction reason code

The system shall provide ability to stop system penalties and interest with an 'as of date'

The system shall provide the ability to provide tax bills with multiple associated years, multiple tax types, the accompanying penalties, and interest for each tax owed AND a payment coupon attached

The system shall provide the ability to automatically calculate tax bills, penalties, interest, etc. and post to accounts receivable for each Taxpayer

The system shall provide the ability to allow full audit trail of all items created or corrected to Taxpayer and system data with date, time, and user ID

The system shall provide the ability to set up taxpayer payment plans or installment agreements

The system shall provide the ability to send a notice of payment plan delinquency with the full amount due to the taxpayer and payee of record

The system shall provide the ability to allow posting of monies from multiple sources, such as ACH, wire transfer, electronic data transfer, etc.

The system shall provide the ability to update taxpayer accounts for billing and payment in real-time (billing for letter, etc.)

The system shall provide the ability for downward adjustments to unpaid past-due tax bills that will correct the amount due with proper authorization

The system shall allow the taxpayer to request a taxpayer information via the internet

The system shall provide the Taxpayer the ability to request a waiver via internet

The system shall provide the ability to provide for miscellaneous fees or charges to be added to accounts that are not associated with a tax bill (e.g., ABO fines, fess, etc.)

The system shall provide the ability to allow authorized users to set flags on affected tax bills (NSF, installments, audit, credits)

The system shall provide the ability to produce electronic bills notification and identify taxpayers that will receive electronic billing and suspend paper billing on that account

The system shall provide the ability to provide tax bills with multiple associated years, multiple tax types, the accompanying penalties, and interest for each tax owed AND a payment coupon attached

The system shall provide the ability to automatically calculate tax bills, penalties, interest, etc. and post to accounts receivable for each Taxpayer

The system shall provide the ability to allow for bill corrections

The system shall provide the ability to allow for a change reason code for all bill corrections

The system shall provide the ability to allow users to set criteria for tax calculations for corrected bills

The system shall provide the ability to assign one account identification number that is associated with multiple bill corrections in a specified time period

The system shall provide the ability to record date, time, and user ID data every time a duplicate tax bill is requested for mailing

The system shall provide the ability to allow full audit trail of all items created or corrected to Taxpayer and system data with date, time, and user ID

The system shall provide the ability to allow adjustments to past-due tax bills, with management level security

The system shall provide the ability to show distribution of funds to GL codes - including negative distributions for refunds

The system shall provide the ability to show any types of tenders received including ACH, processing cash, checks, etc. as well as the creation of a daily deposit report

The system shall provide the ability to set up taxpayer payment plans or installment agreements

The system shall provide the ability to combine multiple payment plans for a taxpayer into one payment amount, if requested by taxpayer, link several accounts into one plan

The system shall provide the ability to produce a tax statement for a payment plan at any time for taxpayer

The system shall provide the ability to keep track of payments to determine if the annual installment amount has been reached

The system shall provide the ability to send a notice of payment plan delinquency with the full amount due to the taxpayer and payee of record

The system shall provide the ability to allow user override of payment plan delinquency

The system shall provide the ability to allow for entry of a bankruptcy payment plan that can have monthly, quarterly, or annual payments received from court

The system shall provide the ability to automatically reinstate the payment plan if a payment is delinquent within user defined limits

The system shall provide the ability to produce a consolidated tax statement for a single taxpayer

The system shall provide the ability to print a receipt

The system shall provide the ability to handle a stopped, voided check or insufficient funds

The system shall provide the ability to ensure that the amount is deducted from the account immediately if a payment is returned

The system shall provide the ability to update tax liability based on updated tax rates and laws

The system shall provide the ability to offset overpayments with other outstanding tax liabilities based on user defined parameters

The system shall provide the ability to create a refund of overpayment following offsetting tax liabilities

The system shall provide the ability to post refunds to accounts receivable for overpayment

The system shall provide the ability to internally transfer funds based on payment adjustments and other transactions made in the system

The system shall provide the ability to create a unique refund identifier for each refund

The system shall provide the ability to allow tracking of individual refunds by business name/refund number/tax type/date/employee

The system shall provide the ability to sort refunds by \$ amount and capable of listing by specified range

The system shall provide the ability to allow posting of monies from multiple sources, such as ACH, wire transfer, electronic data transfer, etc.

The system shall be capable of processing bills and payments by interfacing the imaging/scanning process and automatically posting taxpayer records from lockbox

IV. CUSTOMER INDIVIDUALCUSTOMER INDIVIDUAL FILE

Look up the customer master file by:

- Customer / Business / Officer Name
- Partial Customer / Business / Officer Name / Address
- Customer Account Number
- Billing Letter ID Number
- Ownership
- Telephone Number
- Mailing, Physical, Business Address
- Partial Address
- Last Account Activity (view last account looked up when searching)
- Secondary Contact Names
- Email Address

- Social Security Number or Federal Tax ID Number
- Last 4 digits Social Security or Federal Tax ID Number
- Multiple phone numbers (e.g., office, cell, fax, etc.)
- Multiple addresses
- State Account Number

V. **CUSTOMER SELF SERVICE**

Taxpayers can access self-service to:

View/file/pay bills or tax return on-line w/ confirmation

View delinquent or credit balances on-line

Submit payment through self service

View account payment and change history online for the account

Customers can change:

- Change contact information (Mailing address, telephone # email address)
- Password
- Authorize or disable 3rd Party User
- Ability to amend returns.
- Account requests: Refunds, waivers, etc.

System allows customer to manage multiple accounts

Request service orders through self-service (Change Business Name, EIN, Location, Officer etc.)

Ability to update banking information

Upload documents

Correspondence or communication with Revenue Resources

VI. **LICENSING - GENERAL REQUIREMENTS**

The system shall provide the ability to process occupational licenses based upon user defined variables incl. SIC codes or category in municipal code of ordinances

The system shall provide the ability to generate and print automated renewals and permits, Occupational, ABO, Mayoralty, Chain, etc.

The system shall provide the ability to generate manual renewal notices

The system shall provide the ability to select whether renewal notice should be printed

The system shall provide the ability to provide a reminder flag ("license expired") to identified businesses after a user defined number of days renewal notices have been sent

The system shall provide the ability to generate corresponding reports on delinquent accounts

The system shall provide the ability to generate numeric occupational license and resale certificate numbers

The system shall provide the ability to automatically assign field agents for various types of code violations

The system shall provide the ability to calculate license base and any other user defined amounts.

The system shall provide the ability to identify underpayments and send an invoice for the outstanding amount before approving and sending the clearance certificates or approving refunds

The system shall provide the ability to track licenses for multiple years

The system shall provide the ability to track various taxpayers by license types by user defined criteria

VII. **RETURN PROCESSING**

The system shall provide the ability to submit tax return information and payments (ACH payment/e-check and credit cards) on-line

The system shall provide the ability to allow a direct interface with on-line/e-filing systems

The system shall provide the ability to automate refund process including denials and the ability to set a threshold for audit examination and automatic approvals

The system shall provide the ability to automatically post tax returns to taxpayer accounts, tax periods and tax return types based on scanned or imaged documents or electronically filed returns, current and future tax types including but not limited to the tax types listed in the RFP

The system shall provide the ability to automatically create assessed returns with tax payment data from Taxpayer accounts

The system shall provide the ability to record in real-time to reflect any subsequent penalties and interest calculations or payments after the original return was filed by each payment date

The system shall provide the ability to support attachments and documents required with a Taxpayer return

The system shall provide the ability to generate a letter for missing required return schedules or attachments

The system shall provide the ability to provide batch and online recording of adjustments made to returns

The system shall provide the ability to record reason for return adjustments and provide an audit trail

The system shall provide the ability to record Taxpayer account data changes acquired through return processing

The system shall provide the ability to flag the account if the Taxpayer indicates final tax return and close account in the system

The system shall provide the ability to flag and allow input of assessed returns for delinquent taxpayers or non-filers

The system shall provide interactive tax return filing system with automatic error detection

System automatically calculates tax, penalty, fines, fees, and interest based upon user-defined rules or criteria

System is able to scan facilitate all fees (incl. but not limited to NSF, ABO fines etc.) and charges for receivable types

Ability to void, edit, amend, or modify payments and/or returns.

VIII. **BILLING**

The system will accommodate the following:

- One-time billing
- Recurring billing

Ability to customize and save templates for generating bills

Ability to update penalty and interest on partial payments for most recent calculation

Ability to identify underpayments or delinquents based on tax type

System allows authorized users to adjust penalties and fees applied to billing (example: reduce penalties on solid waste bill for special situation)

System maintains detail of unbilled charges (i.e., amended occupational license return)

Reprints billing and statements after corrections are made

Stores multiple dunning messages templates

Automatically generate dunning letters based on passage of time (example: 30, 60, 90 days)

Automatically generate a "follow up" invoice for past due customers based on user defined date range or other user defined criteria

Users can write-off small discrepancies between the amount due and the amount received with proper security

Generates an invoice with sufficient and flexible text area to adequately describe services provided-customized invoice process (comments, notes etc.)

Assign/ generate letter IDs:

- Manually
- Automatically

System allows billings to be categorized by type (example: sales tax, ABO, etc.)

Establishes default account distributions for each type of receivable (including to other non-City agencies)

Supports electronic fund transfer from bank for customer payments

System automatically applies penalties based upon user-defined rules or criteria

System automatically calculates interest based upon user-defined rules or criteria

Ability to apply and allocate credits across receivable types

System can scan and facilitate the following receivable types:

- Sales Tax Payments
- NSF Fees and Charges
- Business Permits/Licenses
- Insurance
- ABO
- Other tax, fees, and fines

System will generate email notifications to external customers and report on delinquency for bills, delinquency status, etc.

Create a billing tracking, analysis, and comparison of what was billed, collected and remaining balance

System allows for payment plans (installment agreements) all accounts

Generate an ID number for every billing notice

IX. PAYMENT PLAN REQUIREMENTS

Ability to setup payment plans for taxpayers

Ability to combine multiple payment plans for a taxpayer into one payment amount and/or link accounts into one plan

Ability for payment plan installment interest to be calculated properly

Ability for payments made under the payment plan to be allocated properly

Ability to assess fees

Ability to automatically populate installment letters

Ability to generate warrants/levy, liens, lien releases and various other enforcement letters

Ability to generate reports at various stages of the installment agreement

Ability to include an installment workflow

Ability to identify the unit which initiated the payment plan (delinquent tax, audit, etc.)
The system shall automatically restore the original assessment if the taxpayer defaults on an installment.

Ability to identify the payment plan terms by any user

X. **RECEIPTS**

Process single/multiple customer payments to single/multiple charges based on business process rules

Apply customer payments between principal, interest and penalties based on user defined priority criteria

Accommodate the following transactions for payment:

- Cash
- Lockbox
- Payments though City website or other online platforms
- Direct Debit
- Check
- EFT
- Credit Cards
- Combination of Above
- Mobile Pay

Ability to search any payment daily payment, daily transactions by any payment record:

- Routing #
- Bank Account #
- Check #
- Check Amount
- Taxpayer or Business Name
- Taxpayer or Business Account #
- Date Range
- Payment Source
- Confirmation #
- Email Address

Automatically generate distribution by general ledger code any specific date range and source (daily, monthly, annually, etc.)

Ability to apply valid credit(s) to taxpayer liability

The system shall provide the ability to display all taxpayer information on one screen

Ability to generate and print receipts and any documentation

The ability to accept taxpayer payment in whole dollar or cents

XI. **FUND ACCOUNTING AND DISTRIBUTION**

The system should have the ability to record GL distributions by revenue source code, tax type, penalty, fee, or interest including negative distributions for adjustments, credits, and refunds

The system shall provide for miscellaneous fees or charges to be added to accounts that are not associated with a tax bill (e.g., ABO fines, application, and clerk fees etc.)

The system shall track and allocate revenue on a fund level based on user defined distribution criteria

The system shall interface the City's ERP system to maintain the City cash and revenue accounts

Establishes default account distributions for each type of receivable (including to other non-City agencies)

Ability to add, edit, modify new GL accounts, or tax types.

XII. DATA/REPORTING ANALYSIS (NOTICE CREATION)

The system shall provide the ability to create reports and ad-hoc queries

The system shall provide the ability to run reports to identify non-filer and delinquent accounts by period and account type or tax years

The system shall have the capability to interface with external databases for data analyses (e.g., LAMA, Parish-e, e-Gov/Pay Connexion)

The system shall provide the ability to perform revenue projection for each tax type based on 'historical trends'

The system shall provide the ability to retrieve any document to create hard copy

The system shall provide the ability to create PDFs for attachments and receive PDF correspondence

The system shall provide "what-if" capabilities for tax collection

The system shall provide reports by Geo code for demographic analysis

The system shall provide the ability to track and manage the fax and email from taxpayers

The system shall provide for automated mass mailing of forms including but not limited to the following functionality: Include capability of e-mailing based on criteria in taxpayer record, retain record of mailing and e-mailing as part of taxpayer record

The system shall be able to create cases on information from external sources compared to internal information. The cases shall be able to be assigned

XIII. QUERIES AND REPORTS

Generate a report by user/department/category for:

- Delinquent reports with user-defined aging categories
- Cash Register Journals
- Cash deposit

Revenue and receivable report by payment source, fund, and agency (taxing authority) by range date

Provide a receipt report by type of transaction (daily, monthly, weekly, quarterly, and annually) for:

- Report writing
- Query builder

System allows users to drill down into more detailed information such as:

- Produces report listing total of all transactions processed by cashier during shift
- Provide a cash receipts report by customer and account
- Provide monthly estimated revenues and analysis to generate a revenue forecast (with balance sheet)
- Report on receivables by council district, police district, TIFFs, zones, economic development district, GIS areas
- Generate ad hoc reports as needed (cultural product businesses hotel/motel, ABOs, etc.)
- City Geographic Region/Council District
- Field Agent Productivity Report based upon GIS tracking and system interface with remote equipment
- Gross and net revenues
- Special Event reports
- Current and unpaid late payment penalty and interest charges

- Balance due
- Permit and License Info (Type, etc.)
- Permit and License Expiration Date
- Last payment amount
- Last Return Date
- Payment History (30/60/90 aging, etc.)
- Payment Arrangements
- Audit Status and Collection
- Delinquent analysis report. Average number of days to pay and analysis of when people do pay
- Bankruptcy data

Bankruptcy data:

Status of process

Discharge status

Comprehensive Taxpayer Report by the following:

- Open/Close Accounts
- Occupational License
- ABO
- Payment (Who paid this week, month etc.)
- Zero Return Report
- Tax Type
- NSF
- TIFF
- Transfers
- Duplicate Filing
- Amended Returns Report
- Credit/Refund Report
- Special Event Collections Report
- Voided Payment Report
- Occupational /Commodity Code Report
- Installments Transferred to Legal
- Enforcement Status Report
- Payment Protest Report
- Escrow Status Report
- Custom Report Options
- Legal Status Report
- Revenue Accrual Report
- State and outside agency remittance report (Motor vehicle, LaMats, consumer use Remote Sellers, etc.)
- Short term rental
- Discovery Analysis Reports (Under reported, unregistered, etc.)
- Distribution Report to outside agency
- Lien and Warrant Report Status
- Notes/comments (miscellaneous additional information)
- Other user defined fields
- Date customer was added
- Deposit Requirements (System deposit information must include type deposit, date of deposit, amount, receipt number, check number, and refund date)

- Audit trail of all changes to customer file (changed from, date/time stamp, user that changed record)
- Generate account statements for the following:
 - o Specific account types
 - o Range of accounts within a department
 - o Range of customers or individual customers (zone, districts types of taxes)
 - o Delinquent accounts
 - o Other user defined criteria
- Generate consolidated statements for customers with multiple accounts

XIV. **TAX AUDITING**

The system shall provide the ability of multiple users to conduct audits via personal computers downloading and uploading data

The system shall provide paperless audit work papers to compare various tax types and multi-years information filed by single account

Ability to interface and upload the audit program findings into taxpayers' accounts

Ability to record/select taxpayers under audit and identify the audit period

Ability for new audits to be entered to taxpayer's account per each month in the audit period

Create audit engagement letters and audit assignment sheets

Track status and create reports of audits by stage of the audit process (assigned, entrance conference, in-progress, in-review, exit conference, notice of intent, transmitted to settlements, paid/closed)

Assign audits to auditors and contract firms

Ability to create/generate assessment letters

The system shall have the ability to analyze internal and external data to identify outliers for audit leads and selection

Generate sampling results calculating variances for sample period using various sampling methods

Calculate audit liability including interest, penalties etc. for all tax types and periods

Automatically generate Audit Case Number

The system shall provide the ability to produce summaries of the variances between budgeted and actual hours spent completing an audit

The system shall have the ability to assign multiple auditors to a case

XV. **INTEGRATION AND ARCHITECTURE**

System has fully integrated suites/modules/applications (if not integrated, please specify which modules are not integrated. If these applications are integrated, please specify at what data level integration occurs, e.g., data level, interface). Real time Application

Programming Interface (API) and Look-up

System operates in a Windows-based environment

System supports virtual environment system management (e.g., VM server)

Software uses workflow to electronically route documents (and route/store approvals) across all:

- Suites
- Modules
- Applications
- Proposed Third-Party Applications

System Toolsets are available for the following:

- Workflow
- Security Administration
- Report writing
- Query builder
- Form/page design
- Adding/changing data fields

System allows users to drill down into more detailed information

All standard reports and ad-hoc queries can be exported to Excel, PDF, and Word

System provides for on-line help for users for system transactions (how to)

System Audit Trail tools are available for all proposed modules

The system shall provide the ability to Import/Export data

Ability to archive info for a user defined number of years

System should be Electronic Data Interchange (EDI) compliant

System has ability to use XML web-based transactions

System will interface with the following City systems:

- INOVAH Cashiering system (BRASS)
- INFOR ERP System
- LAMA

Compatible with automated check reading (Image Direct Deposit Application-JP Morgan Chase/INOVAH)

Compatible with Lockbox Application (JP Morgan Chase)

Compatible with Online Payment Applications (Applications (Parish E-File, CNO e-Gov/Pay Connexion, Sales Tax Online)

XVI. **SECURITY CAPABILITIES**

The following sensitive/private data can be masked (hidden from user) during data entry:

- Tax numbers/ID
- Passwords
- Social Security number
- Driver's License number
- Address
- Other data specified by State, Federal and local statutes
- Other fields (please describe limitation in comments column)

Ability to denote fields as required

All suites/modules/applications support Global Login (SSO)

Security is integrated with Microsoft Active Directory

System provides ability for users to post system-wide notices on home screen for all users with appropriate security approval

All data is encrypted when accessed via:

- Internet
- Intranet

Encryption can be turned off, with appropriate security, in testing and production environment (only by authorized personnel)

Disconnects or locks out user session during designated periods of inactivity (Timeout)

Supports multiple sessions within a given login ID

Provides security at the following levels:

- Enterprise
- Department/Agency
- Division

- Group
- Role
- Position
- Job Function
- Person

Security settings can be set for:

- Module
- Screen and menu
- Report
- Record
- Field
- Element in chart of accounts (e.g., fund, projects, etc.)
- Job role
- Attachment

System administrator can set a user security profile to define a user's authorization to:

- Log on
- Add data
- Delete data
- Change data
- View data

System is Certified PCI Compliant

System Logging of security and data

XVII. DATA ENTRY

Allows complete validation and editing of data at the point of entry (on-line or batch)

Allows data to be uploaded from external third-party products (e.g. Microsoft Office, Open Office Suite) (please include application or version restrictions in the comments column)

System is compatible with all versions of Microsoft Internet Explorer Edge, Google Chrome, and Mozilla Firefox (please include version restrictions in the comments column)

System supports data conversion for uploading of historical data

System supports bounds checking for data entry based on user-defined criteria (data validation)

System supports defining data entry field formats to ensure consistent data input

System supports drop-down menus for data entry

System prevents users from overwriting specific system generated data fields (e.g. automated PO numbers) with proper security

XVIII. **WORKFLOW**

Workflow is available in the following areas:

- Accounts Receivable
- Applicant tracking (applying for an occupational license, for example)
- Cashiering
- Delinquent Notices
- Treasury Management
- Permit Workflow (expiring)

Workflow Rules can be set by:

- User
- Role

- Group
- Department
- Thresholds (above or below certain number, example: above 5,000)
- Percentage Argument (% above or below, example: more than 5% more than PO amount)

- Account code

Workflow assignments can be re-routed to different authorized approvers based upon availability or schedule

System allows a single (or multiple) workflows to be assigned to multiple activities

Workflow approvals can be re-routed to secondary approver if:

- Primary approver is out (example: on vacation)
- Primary approver does not respond in pre-defined period of time

Event driven notification of process events, including e-mail and/or other Web-based notification

Systems supports user configuration of event notification (e.g. user prefers e-mail to system-based notices, user can turn on/off notifications for system events) with appropriate security

Workflow approval processes for (but not limited to):

- Applicant application approval
- Changes to data via self service
- Accounts Receivable
- System administrator can set a user security profile to define a user's

authorization to:

- o Delete data

Workflow notification for:

- Warn users of upcoming expiration
- Overdue work (application not approved)
- Notify managers of employee actions or transactions

XIX. ATTACHMENT OF DOCUMENTS AND NOTES

System allows attachment of documents (example: pdf, excel, word, jpeg)

System allows users to attach documents to:

- Pages
- Fields
- Transactions

System allows attachment of documents in all modules

Attachment of documents and notes has security capabilities (e.g., person B cannot delete an attachment that person A added)

Ability to include all attachments in drill down

System supports version control for attachments (e.g. maintains historical record of any changes to attachments)

Generate an audit trail report for all transactions/modules

System supports defining data entry field formats to ensure consistent data input

The system shall provide for end-user automated creation and integration of documents

Pricing/Cost

Vendor's Fee Proposal Requirements

The City of New Orleans is seeking a new municipal revenue collections system for sales tax and related revenue to replace its legacy application. The City will evaluate hosted and non-hosted solutions. Any solution selected is expected to integrate as needed with the current ERP/financial system, cashiering system and other applications utilized during the normal course of operations.

Attachment "H", Vendor's Fee Proposal, is composed of the following elements of costs for each module of the proposed system. Vendors are asked to be specific as to the pricing of each element necessary for the implementation of the new system. Modules include:

- Operations Module which includes all daily customer service business operations per requirements, including but not limited to business registration, account maintenance, return/license processing, online account capabilities for taxpayers, fund distributions, etc.
- Audit Module
- Discovery/Data Warehousing/Tracking Module
- Legacy Data Conversion

Hosted:

1. The lump-sum fee for licensing, integration, and implementation of a sales tax and related revenues hosted system. If hosted solution requires a minimum term length, calculate the lump-sum fee by including all one-time costs, plus the annual licensing fee multiplied by the number of years in the minimum term.
2. Annual support and maintenance fee for a hosted system.

Non-Hosted

1. The lump-sum fee for licensing, integration, and implementation of a sales tax and related revenues non-hosted system. If non-hosted solution requires a minimum term length, calculate the lump-sum fee by including all one-time costs, plus the annual licensing fee multiplied by the number of years in the minimum term.
2. Annual support and maintenance fee for a non-hosted system.
3. Assuming the City has no extra capacity and would procure resources to run the software, advice on estimated cost and equipment needed.

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SECTION 11.2.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH RESPONSE

INSTRUCTIONS:

- **Documents must be signed by an authorized representative of the entity, or it will not be accepted.**
- **For Affidavits: the document must be notarized, or it will not be accepted.**
- **For Affidavits: Affiant MUST select when required or the affidavit will not be accepted.**

Instructions sheet may be omitted when submitting the affidavit

ATTACHMENT B
CITY OF NEW ORLEANS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

I - DBE PROGRAM COMPLIANCE

The requirements of the City of New Orleans (“City”) Disadvantaged Business Enterprise (“DBE”) Program apply to this Agreement. It is the policy of the City to practice nondiscrimination based on social and economic disadvantage, race, color, gender, disability and national origin in the award and performance of contracts.

In consideration of this policy and pursuant to Division 2 of Article IV of Chapter 70 of the Code of the City, the City enacted the DBE Program for all City contracts.

Contractor agree to use its best efforts to fully and completely carry out the applicable requirements of the City’s DBE Program in the award and administration of this Agreement, including without limitation, all reporting requirements and established DBE participation percentage. The Contractor’s failure to carry out these requirements, as determined in good faith by the City’s Office of Supplier Diversity (“OSD”), shall be deemed a material breach of this Agreement. This material breach may result in the termination of this Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City’s Policy Memorandum for the DBE Program

II - DBE CONTRACT GOAL

The requested DBE Contract Goal is listed in the contract section of the invitation to bid.

NOTE: All non-public works contracts have a default goal of 35% DBE participation.

Participation shall be counted toward meeting the contract goal based on the following:

1. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract DBE participation goal.
2. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Bidder/Proposer can count 100 % of the DBE’s participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Bidder/Proposer may count 100 % of DBE Manufacturer Supplier’s participation and 60 % of DBE Non-Manufacturer supplier’s participation toward its contract goal.
5. When the Bidder/Proposer is in a joint venture with one or more DBE business entities, the OSD, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.

6. Bidder/Proposer may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

“DBE Commercially Useful Function means” a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including, but not limited to, the following shall be considered:

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;
- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

III - DBE DIRECTORY

Contractors may only utilize certified SLDBE and/or Louisiana Unified Certification Program (LAUCP) DBE firms from the following lists to meet the City’s DBE Program goals.

- a. Contractors agree to utilize the City’s SLDBE directory of certified firms as a first source when searching for certified DBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah’s New Orleans. The SLDBE directory is available at www.nola.gov.
- b. The Louisiana Unified Certification Program (“LA UCP”) directory is available at www.dotd.louisiana.gov.

Information on locating these directories may also be requested from the OSD at supplierdiversity@nola.gov.

IV - GOOD FAITH EFFORT POLICY

In accordance with Sec.70-461 of the City Code, the City shall reject any bid and shall not award, enter into or amend any contract that is not supported by documentation establishing that the Bidder/Proposer has met the applicable contract DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE participation goal or other requirements which, by their scope, intensity and usefulness demonstrate the

Bidder's or Proposer's responsiveness to fulfilling the City's DBE Program goals prior to the award of a contract, as well as the Contractor's responsibility to put forth measures to meet or exceed the contract DBE participation goal throughout the duration of the contract.

The OSD shall be responsible for determining whether a Bidder/Proposer has made their best efforts to achieve the DBE Program contracting objectives. In making this determination, the DBE Compliance Officer shall consider the following factors:

A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
- ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:

- i. Bidder/Proposer contacted the OSD to request submission of subcontracting opportunities on the DBE Opportunities page.
- ii. Bidder/Proposer included a copy of each announcement or notification.

C. INITIAL SOLICITATION & FOLLOW-UP:

- i. Bidder/Proposer listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
- ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.

D. NEGOTIATE IN GOOD FAITH:

- i. Bidder/Proposer provided an explanation for any rejected DBE bid or price quotation.
- ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected DBE firm.

If a Bidder/Proposer fails to submit documented Good Faith Efforts as outlined, the bid shall be considered non-responsive.

The OSD may take into account the performance of other Bidders/Proposers in meeting the contract DBE participation goal and may, if deemed advisable, request further information, explanation or justification from any Bidder/Proposer. For example, Bidder's past performance on similar contracts with similar scopes and/or a Proposer's prior history utilizing DBEs will also be taken in consideration when determining Good Faith Efforts.

Good Faith Efforts shall be monitored throughout the life of the contract and evaluated on a case-by-case basis in making a determination whether a Bidder or Proposer is in compliance with the Good Faith Effort policy.

To obtain a copy of the Good Faith Effort Policy contact OSD at supplierdiversity@nola.gov.

V - REQUIRED DBE FORMS for BIDs/RFPs/RFQs

A. BIDs:

In accordance with Louisiana Public Bid Law, the two apparent lowest bidders on an invitation to bid shall complete and submit all required post bid documents within three (3) business days of the bid opening. If the required post bid documents are not received within three (3) business days of the bid opening it shall be determined that bidder was non-responsive.

The following DBE documents must be received within three (3) business days of the bid opening:

1. **DBE Compliance Form-1:** This form is used to establish your DBE commitment on a City of New Orleans bid, RFP or solicitation response. The Bidder shall provide a list of all proposed DBE subcontractor(s).

If the Bidder has attained the amount of DBE participation to meet the contract goal, only submit DBE Compliance Form-1.

2. **DBE Compliance Form-2:** This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

3. After receipt and review of the required post-bid documents, the OSD will determine if the Bidder has provided valid DBE Compliance Forms and (if applicable) evidence of demonstrated Good Faith Efforts.

Thereafter, the Bidder/Contractor shall be bound by the established percentage, as approved by the OSD.

B. Request for Proposals (“RFP”) / Request for Qualifications (“RFQs”):

To ensure the full participation of DBE’s in all phases of the City’s procurement activities, all Proposers at time of proposal submission shall complete and submit a DBE Participation Plan.

1. **DBE Participation Plan (Attachment “C”):** A completed DBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract DBE participation goal if awarded the project.

- a. If a DBE Participation Plan (Attachment “C”) is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.

2. Within ten (10) days of the City’s issuance of the Notice to Award letter, the selected Proposer shall complete and submit a DBE Compliance Form-1: This form is used to establish your DBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed DBE subcontractor(s).

- a. If the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the contract DBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

The OSD shall review the contents of all required DBE Compliance Forms and may, if deemed advisable, request further information, explanation or justification from any Bidder/Respondent. Thereafter, the Contractor shall be bound by the established percentage, as approved by the OSD.

VI - CONTRACTOR COOPERATION

The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE subcontractors/suppliers (“DBE Entities”).
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBE Compliance Officer (“DBECO”) with copies of said contracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor.

Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

- b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
- a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

VII - POST-AWARD MODIFICATION

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

VIII - MONITORING DBE PARTICIPATION

To ensure compliance with DBE requirements during the term of the Agreement,

the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

IX - FAILURE TO COMPLY

If the DBECO determines in good faith that the Contractor failed to carry out the requirements of the DBE Program, such failure shall be deemed a material breach of this Agreement. This material breach may result in the termination of the Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program.

All DBE Compliance forms are maintained by the OSD and are subject to change.

Please contact the OSD at supplierdiversity@nola.gov to request a copy of all DBE referenced documents.

**DBE COMPLIANCE FORM-1, FORM-2 AND FORM-3 ARE
ATTACHED SEPARATELY TO THIS RFP ON THE SUPPLIER
PORTAL**

[ATTACHMENTS C THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

ATTACHMENT C
CITY OF NEW ORLEANS
AFFIDAVIT OF CONFLICT OF INTEREST DISCLOSURE

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____
_____, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans Solicitation No. _____.

3. The Respondent hereby confirms that a conflict(s) of interest (*check the applicable box*)
- does not exist
 - exists
 - may exist

in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with city officials or employees.

(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 20____.

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENTS D THRU I ON FOLLOWING PAGES]

SECTION 11.3.

CONTRACT TERMS AND CONDITIONS AND INSURANCE

**ATTACHMENT D
CITY OF NEW ORLEANS
INSURANCE REQUIREMENTS**

RCS Insurance Requirements:

Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City: Minimum Requirements: Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

Cyber Liability Insurance to the Contractors profession, with limits of liability of not less than \$2,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Policy shall be sufficiently broad to include but not limited to coverage for losses arising from the breach of information security or cyber liability including Errors & Omission, Security and Privacy Liability, Media Liability, involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Professional (Errors & Omission) Liability Insurance appropriate to the Contractors profession with limits of liability of not less than \$2,000,000 per occurrence or claim/\$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Umbrella/Excess Liability – Umbrella/Excess policies must Follow Form of the underlying policies.

Important: Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage

The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations.

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractor's obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractor's limits of liability that arise from the performance of work under the Contract.

Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property. **Primary Coverage:** For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

Notice of Cancellation: Each insurance policy required above shall not be canceled, expire or altered except without prior notice to the City of no less than 30 days.

Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Notice: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request:
Copies of all policies of insurance, including all policies, forms, and endorsements:
Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

[ATTACHMENTS E THRU I ON FOLLOWING PAGES]

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**ATTACHMENT E
CITY OF NEW ORLEANS
CITY CONTRACT TERMS AND CONDITIONS**

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44. **TERMINATION FOR NON-APPROPRIATION.**

45. **TERMS BINDING.**

1. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.**

The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

2. **ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.**

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and

46. **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.**

- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

3. **ASSIGNABILITY.**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

4. **AMENDMENT.**

The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. **AUDIT AND INSPECTION:**

- a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

- b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.

A. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

B. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to

Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

C. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

D. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

8. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

9. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly

accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

10. CONVICTED FELON STATEMENT.

The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

11. COST RECOVERY.

In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. DECLARED DISASTER.

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide

a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

B. Task Order. Notification and Personnel.

Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. Purchase Order.

Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

13. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM.

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor' use

of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. Cooperation. The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE

Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.

- a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
- 5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification.

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and

substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form - 1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts"

to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

14. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

15. EMPLOYEE VERIFICATION. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide

such the requested affidavit or violates any provision of this paragraph.

16. ENTIRE AGREEMENT. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

17. FAMILIARITY WITH LAWS

The Contractor shall be familiarized with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the Agreement.

These laws and/or ordinance will be deemed to be included in the Agreement, the same as though herein written in full.

18. NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

19. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly

waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

20. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for four (4) additional one-year terms.

21. FORCE MAJEURE.

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which

the City has provided required notice, the City may, at its sole discretion:

- a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

22. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and

Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

23. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor

shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

24. INDEPENDENT CONTRACTOR STATUS.

The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

25. INVOICING. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: invoice number, contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

26. LIMITATIONS OF THE CITY'S OBLIGATIONS.

The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

27. LIVING WAGES.

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor

agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for

the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements.

As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring.

Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the

Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

28. NO THIRD PARTY BENEFICIARIES. The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

29. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

30. NON-SOLICITATION. The Contractor has not employed or retained

any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

31. NON-WAIVER. The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the City's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

32. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

33. PAYMENT. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this

Agreement have been delivered, installed (if required), or rendered, and approved by the City after receipt by the City of properly submitted invoice via the City's supplier portal.

34. PERFORMANCE MEASURES.

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; staff turnover; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

35. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.

No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and

shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

36. PROHIBITION ON POLITICAL ACTIVITY.

None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

37. REMEDIES CUMULATIVE.

No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

38. SEVERABILITY.

If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

39. SUBCONTRACTOR REPORTING.

The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to

perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

40. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

41. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

42. TERMINATION FOR CAUSE. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise

program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

43. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

44. TERMINATION FOR NON-APPROPRIATION. This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

45. TERMS BINDING. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

46. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

[ATTACHMENTS F THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION 11.4.

THE DOCUMENTS IN THIS SECTION MUST BE COMPLETED AND SUBMITTED TO THE CITY UPON REQUEST FROM THE DEPARTMENT ADMINISTERING THE CONTRACT BUT PRIOR TO THE EXECUTION OF THE CONTRACT.

OTHER DOCUMENTS WILL BE REQUIRED. THE DEPARTMENT WILL SUBMIT THE REQUEST TO THE SELECTED RESPONDENT.

**ATTACHMENT F
CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

**THE TAX CLEARANCE AUTHORIZATION IS ATTACHED
SEPARATELY TO THIS RFQ ON THE SUPPLIER PORTAL**

[ATTACHMENTS G THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

**ATTACHMENT G
CITY OF NEW ORLEANS
IDENTIFICATION OF SUBCONTRACTORS**

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared _____
_____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____
_____, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans Solicitation No. _____.

3. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Respondent's work for the City. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project, they must be promptly identified to the City User Department within 48 hours of the change. The official change may not take place unless and until the City provides its written approval.

Person(s) and Company Name (if applicable)

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____,
20____.

Notary Public (signature)
Notary ID#/Bar Roll #

[ATTACHMENTS H THRU I ON FOLLOWING PAGES]

**ATTACHMENT H
CITY OF NEW ORLEANS
AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS**

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared _____,
who, after being duly sworn, deposed and said that:

1. He/She is the _____ (*title*) and authorized representative of
_____ (*entity*), the "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.

3. The Respondent hereby confirms that _____ (*entity*) is

- compliant with the City of New Orleans' hiring requirements contained in City Code
Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal
laws or regulations.
- unable to comply with the City of New Orleans' hiring requirements contained in
City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

Respondent Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of
_____, 20____.

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENT I ON FOLLOWING PAGES]

SECTION 11.5.
SAMPLE AGREEMENT

**ATTACHMENT I
CITY OF NEW ORLEANS
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES
AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
NAME OF CONTRACTOR
RFQ/RFP NUMBER
TITLE OF RFQ/RFP**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and **NAME OF CONTRACTOR**, represented by **NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY** (the "Contractor"). The City and the Contractor may sometimes collectively referred to as the "**Parties.**" The Agreement is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, on **DATE OF RFQ**, the City issued a request for qualifications **RFQ NUMBER** seeking qualified persons to provide professional services including **SHORT DESCRIPTION OF SERVICES** (the "RFQ");

WHEREAS, the Contractor submitted a proposal dated **DATE OF PROPOSAL**, and the City has selected the Contractor to perform the professional services described in the RFQ.

WHEREAS, on **DATE OF RFP**, the City issued a request for proposals **RFP NUMBER** to qualified contractors under the RFQ to provide professional services including **SHORT DESCRIPTION OF SERVICES** (the "RFP"); and

WHEREAS, the Contractor submitted a proposal dated **DATE OF PROPOSAL**, and the City has selected the Contractor to perform the professional services described in the RFP.

or

WHEREAS, on **DATE OF RFP**, the City issued a request for proposals **RFP NUMBER** seeking qualified persons to provide professional services including **SHORT DESCRIPTION OF SERVICES** (the "RFP"); and

WHEREAS, the Contractor submitted a proposal dated **DATE OF PROPOSAL**, and the City has selected the Contractor to perform the professional services described in the RFP.

NOW THEREFORE, the City and the Contractor agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

A. Services. The Contractor will, in accordance with the schedule approved by the City:

1. INSERT SCOPE OF SERVICES, TASKS, DELIVERABLES, AND/OR PERFORMANCE MEASURES IN ACCORDANCE WITH EITHER THE RFP OR CONTRACTOR'S PROPOSAL;

2. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP; the Contractor's proposal dated **DATE OF PROPOSAL**.

3. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Contractor as set forth in this Agreement;

4. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City, at no additional compensation;

5. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;

6. Perform all requirements set forth in La. R.S. 38:2192, including without limitation the payment of any associated costs, and submit a copy of any recorded documents to the City within thirty (30) days after the approval of the associated plan change or amendment; and

7. Cooperate with the City and any person performing work for the City.

The City's officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Standards. The Contractor, and any person performing work on its behalf, will perform all work under this Agreement in accordance with **IDENTITY ANY PROFESSIONAL OR OTHER STANDARDS YOU ARE AWARE OF AND THAT ARE SPECIFICALLY APPLICABLE TO THESE SERVICES.**

C. Compliance with Laws. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances, including, without limitation, **IDENTIFY ANY LEGAL REQUIREMENTS THAT YOU ARE AWARE OF AND THAT ARE SPECIFICALLY APPLICABLE TO THESE SERVICES.**

D. Schedule.

1. The Contractor will perform all work under this Agreement according to the following schedule:

INSERT APPLICABLE SCHEDULE

The Contractor will submit a proposed progress schedule to the City within fourteen (14) calendar days of receiving written authorization to proceed from the City. At a minimum, the proposed progress schedule must include the following information and be arranged so the actual progress can be shown as work is completed: **INSERT ANY APPLICABLE SCHEDULE REQUIREMENTS.**

2. The City has the sole right to approve, reject, or require changes to all schedules relating to the performance of this Agreement, including, without limitation, any proposed progress schedule and any requests for modifications.

3. The Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement.

E. Invoices.

1. The Contractor will submit **INSERT CHOICE BETWEEN MONTHLY – QUARTERLY – OR OTHER** invoices for work performed under this Agreement to the City no later than ten (10) calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable.

At a minimum, each invoice must include the following information and supporting documentation: **LIST INFORMATION AND DOCUMENTS REQUIRED TO BE SUBMITTED WITH INVOICE.**

2. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.

3. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

F. Records and Reporting.

1. The Contractor will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of XXXX years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled through the date of termination.

2. The Contractor will identify any reporting requirements, including the frequency, method and contents.

3. The Contractor is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City.

G. Audit and Inspection.

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make

available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

H. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

INSERT ANY APPLICABLE INSURANCE REQUIREMENTS APPROVED BY THE CITY'S RISK MANAGER

- a. Minimum Requirements:
 - i. Commercial General Liability ("CGL"):
 - ii. Worker's Compensation:

iii. Professional Liability (Errors and Omissions):

b. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status.
- ii. Primary Coverage.
- iii. Claims Made Policies.
- iv. Waiver of Subrogation.
- v. Notice of Cancellation.
- vi. Acceptability of Insurers.

2. The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: RFP or RFQ No. xxxxxx) within ten (10) calendar days of the Effective Date and at any other time at the City's request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement;
- b. Copy of the fully executed Agreement;
- c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
- d. Statements disclosing any policy aggregate limit.

3. Without notice from the City, the Contractor will:

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
- c. Notify the City's Risk Manager in writing within forty-eight (48) hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

I. Indemnity.

1. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the

Contractor, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

2. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

A. The Contractor represents and warrants to the City that:

1. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. The Contractor has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. The Contractor is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person

resulting from the actions or omissions of the Contractor, its employees, or its subcontractors in the performance of this Agreement;

4. The Contractor is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Contractor's performance of this Agreement;

5. The Contractor has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Contractor's most favored customer for the same or substantially similar services;

8. The Contractor has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Contractor and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement.

The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of,

or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. Non-Solicitation Statement.

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

D. Employee Verification.

The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

E. The Contractor acknowledges that the City is relying on these representations and warranties and Contractor's expertise, skill, and knowledge and that the Contractor's obligations and liabilities will not be diminished by reason of any approval by the City.

ARTICLE III - THE CITY'S OBLIGATIONS

A. Administration. The City will:

1. Administer this Agreement through the **NAME OF THE CITY DEPARTMENT RESPONSIBLE FOR MONITORING THIS AGREEMENT**;

2. Provide the Contractor **IDENTIFY ANY SPECIFIC DOCUMENTS TO BE PROVIDED** and other documents deemed necessary for the Contractor's performance of any work required under this Agreement;

3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the Contractor; and

4. **INSERT ANY ADDITIONAL OBLIGATIONS FOR THE CITY.**

B. Payment. The City will make payments to the Contractor at the rate of compensation established in this Agreement based upon the Contractor's certified invoices, except:

1. The City's obligation to pay is contingent upon the Contractor's: (a) submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute;

3. The City may set off any amounts due to the Contractor against any amounts deemed by the City to be owed to the City by the Contractor pursuant this Agreement; and

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by the Contractor that: exceed the maximum aggregate amount payable established by this Agreement; are beyond the scope or duration of this Agreement; arise from or relate to the any change order within the scope of the Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of the Contractor or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay the Contractor only for the work requested by the City and satisfactorily performed by the Contractor through the date of termination, except as otherwise provided in this Agreement.

ARTICLE IV - COMPENSATION

A. Rate of Compensation.

1. The City will pay the Contractor in accordance with the following rate: **INSERT RATE OF COMPENSATION.**

2. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

3. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement

4. The Contractor immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

B. Maximum Amount. The maximum aggregate amount payable by the City under this Agreement is **INSERT WRITTEN MAXIMUM DOLLAR AMOUNT** Dollars and **INSERT WRITTEN MAXIMUM CENTS AMOUNT** Cents (**INSERT NUMERICAL MAXIMUM DOLLAR AMOUNT**).

ARTICLE V - DURATION AND TERMINATION

A. Initial Term. The term of this agreement shall be for one (1) year, beginning the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of

time for which funds are not so encumbered.

B. Extension. This Agreement may be extended at the option of the City, provided that funds are allocated by the City Council and the extension of the Agreement facilitates the continuity of services provided herein. This Agreement may be extended by the City for four (4) additional one-year terms.

C. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least thirty (30) calendar days before the intended date of termination.

D. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

E. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the

original written notice of termination for cause was sent to the challenging party; no further notice will be required.

F. Suspension. The City may suspend this Agreement at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

ARTICLE VI – DECLARED DISASTER

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

B. Task Order. Notification and Personnel. Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

ARTICLE VII - PERFORMANCE MEASURES

A. **Factors.** the City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. **Failure to Perform.** If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII – LIVING WAGES

A. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. **Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. **Current Living Wage.** In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures

provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements.

As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring.

Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and

agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

**ARTICLE IX - DISADVANTAGED
BUSINESS ENTERPRISE (“DBE”)
PROGRAM**

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City’s Office of Supplier Diversity (“**OSD**”) oversees the DBE Program and assigns a DBE Compliance Officer (“**DBECO**”) to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor’ use of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits;
2. Electronic payment

tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. Cooperation. The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

- a. Copies of written contracts with DBE Entities and purchase orders;
- b. Documentation of payments and other transactions with DBE Entities;
- c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
- d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within

thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor.

Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

- b. Reports are required even when no activity has occurred in a monthly period.
- c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
- d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

- a. The total dollar amount of the Agreement shall include approved

change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

- b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
- c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification.

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form - 1 is unable to

perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under

ARTICLE X – FORCE MAJEURE

this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XI - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be

discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without

limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XII - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The Contractor, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Contractor nor anyone employed by it will be considered an employee of the City for the purpose of

unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Contractor, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XIII - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

**NAME AND ADDRESS
OF THE CITY
DEPARTMENT
RESPONSIBLE FOR
MONITORING THIS
AGREEMENT**

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite
5E03
New Orleans, LA 70112

2. To the Contractor:

**NAME AND ADDRESS
OF POINT OF CONTACT
FOR CONTRACTOR TO
RECEIVE NOTICES**

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

**ARTICLE XIV - ADDITIONAL
PROVISIONS**

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Conflicting Employment. To ensure that the Contractor's efforts do not conflict with the City's interests, and in recognition of the Contractor's obligations to the City, the Contractor will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Contractor will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Contractor's performance of this Agreement. The City will make the final

determination whether the Contractor may accept the other employment.

E. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

F. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement: **INSERT LIST OF ALL EXHIBITS.**

H. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

I. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

J. No Third Party Beneficiaries.

This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

K. Non-Exclusivity.

This Agreement is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

L. Non-Waiver.

The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

M. Order of Documents.

In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; **INSERT ANY APPLICABLE.**

N. Ownership Interest Disclosure.

The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or

ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

O. Prohibition of Financial Interest in Agreement.

No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

P. Prohibition on Political Activity.

None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Q. Remedies Cumulative.

No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time

as often as the occasion may arise or as may be deemed expedient.

R. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

IN CASE OF USE OF CDBG FUNDS, ADD THIS PROVISION:

S. Special Conditions for CDBG Contracts. The “CDBG Compliance Provisions for Professional Services Contracts,” attached as Exhibit “___” to this Agreement, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents, to the contrary, upon the City’s notice to the Contractor that the City intends to seek reimbursement from the Community Development Block Grant Program in connection with the work to be performed under this Agreement.

T. Subcontractor Reporting. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Agreement’s execution and who are expected to perform work as subcontractors in connection with the Contractor’s work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the City, the Contractor must provide notice to the City within

thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days’ written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

U. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, and **IDENTIFY ANY OTHER PROVISIONS THAT SHOULD SURVIVE TERMINATION** shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

V. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XV - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XVI - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

**[The remainder of this page is
intentionally left blank]
[SIGNATURES CONTAINED ON
NEXT PAGE]**

IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:

**LaTOYA CANTRELL,
MAYOR**

Executed on this _____
of _____
_____, 20__

**FORM AND LEGALITY
APPROVED:
Law Department**

By:

Printed

Name:

NAME OF CONTRACTOR

BY: _____

**NAME AND TITLE OF
INDIVIDUAL INDICATED
IN PROOF OF SIGNING
AUTHORITY**

**FEDERAL TAX I.D. OR
SOCIAL SECURITY NO.**

[END OF SOLICITATION]

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